

EXHIBIT

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1

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
ERIE DIVISION

UNITED STATES OF AMERICA, ex rel.)
DILBAGH SINGH, M.D., PAUL KIRSCH,)
M.D., V. RAO NADELLA, M.D., and)
MARTIN JACOBS, M.D.,)

Relators,)

vs.)

Civil Action
No. 04-186E

BRADFORD REGIONAL MEDICAL CENTER,)
V&S MEDICAL ASSOCIATES, LLC,)
PETER VACCARO, M.D., KAMRAN SALEH,)
M.D., and DOES I through XX,)

Defendants.)

DEPOSITION OF DILBAGH SINGH, M.D.

TUESDAY, AUGUST 21, 2007

Deposition of DILBAGH SINGH, M.D., called as a
witness by the Defendant Bradford Regional Medical
Center, taken pursuant to Notice of Deposition and the
Federal Rules of Civil Procedure, by and before Joy A.
Hartman, a Court Reporter and Notary Public in and for
the Commonwealth of Pennsylvania, at the offices of
Stone Law Office, 1400 Allegheny Building, Pittsburgh,
Pennsylvania, commencing at 10:10 a.m. on the day and
date above set forth.

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1 year. Probably in the '80s sometime.

2 Q. Do you presently have a license to practice
3 medicine in Pennsylvania?

4 A. Yes, I do.

5 Q. Do you also have a medical license in New York?

6 A. That's right.

7 Q. Are there any restrictions and limitations on
8 your license?

9 A. None that I know of.

10 MR. MULHOLLAND: Before we go any further,
11 Andy, I was neglecting to mention that I was
12 going to propose we enter into the same
13 stipulation that we did for Dr. Kirsch's
14 deposition.

15 What that has to do with, for you two
16 gentlemen, is that Mr. Stone had objected to a
17 number of questions that Mr. Rychcik and I had
18 asked Dr. Nadella and Dr. Kirsch yesterday and
19 instructed them not to answer.

20 We took exception with those instructions,
21 and we have asked the court reporter to mark
22 certain pages from their depositions for
23 further review, and we may take it up with the

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9

1 Court as to whether or not those questions
2 should have been answered.

3 So I believe what we stipulated to
4 yesterday is to the extent I asked or Mr.
5 Rychcik asked questions of either Dr. Kirsch or
6 Dr. Nadella yesterday, and Mr. Stone objected
7 and instructed them not to answer, that we
8 would assume that we would ask you and in Dr.
9 Jacobs' deposition, Dr. Jacobs, the same
10 questions, and that he would object in the same
11 manner.

12 Is that okay with you, Andy?

13 MR. STONE: Yes. That is correct. I
14 think it is fair to say that if the same
15 questions were asked of Dr. Singh and of Dr.
16 Jacobs that you asked to Dr. Nadella, I would
17 have the same objection and make the same
18 arguments; and, of course, you would take the
19 same exception to that, to my instruction to
20 the witness not to answer.

21 MR. MULHOLLAND: Thus, we would reserve
22 the right to ask the Court to allow us to ask
23 the same questions of Dr. Singh and Dr. Jacobs.

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10

1 MR. STONE: Yes. I think that would be
2 correct.

3 MR. RYCHCIK: I join in the stipulation on
4 behalf of V&S and Dr. Vaccaro and Dr. Saleh.

5 MR. MULHOLLAND: Thank you.

6 Q. Doctor, are you specializing in any particular
7 type of medical practice today?

8 A. No. I do general practice.

9 Q. General practice?

10 A. General medicine, general practice.

11 Q. Are you Board certified by any specialty board?

12 A. No, I am not.

13 Q. Did you ever take a Board certification exam
14 and fail to pass?

15 A. No, I didn't take any.

16 Q. Doctor, can you please briefly describe your
17 education, starting with the your college education,
18 moving on through medical school, and then any
19 residency programs or internships that you may have
20 participated in?

21 A. Oh, that will take you backward then now from
22 my time of graduation?

23 Q. Yes.

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27

1 one criteria that you would use to decide where to
2 refer some patients. What other criteria, if any, do
3 you use when you decide to refer a patient for needed
4 medical services?

5 A. That is the main thing. The main thing is
6 choice and also the convenience for the family and the
7 patient, where they can transport easily and all of
8 that, yes. It does play a lot of role in that. In
9 any practice, it will.

10 Q. Does any financial relationship that you have
11 with an entity to which you refer patients that would
12 influence your decision to refer?

13 MR. STONE: I'm going to object to
14 questions along this line to refer for reasons
15 that Judge Cohill has previously indicated that
16 the business practices and professional
17 practices of the Plaintiffs is not an issue in
18 the case, and, therefore, it is not relevant
19 and discoverable, and I am going to instruct
20 the witness not to answer.

21 MR. MULHOLLAND: And we take exception
22 with that objection and ask that it please be
23 certified for review by the Court.

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54

1 the Medical Center to the Government that you would
2 consider false, any specific statement?

3 A. I don't have any. None has been provided to
4 me.

5 Q. Doctor, are you aware of any claim for payment
6 submitted by the Medical Center to any third-party
7 payor for unnecessary services?

8 A. Not has been provided to me. I don't know.

9 Q. Are you aware of any claim submitted to the
10 Medical Center submitted to any third-party payor for
11 any services that were not provided by the Medical
12 Center?

13 A. I have no idea about those things.

14 Q. Doctor, if you could take a look at paragraph
15 11 in the Complaint, and let me know when you are
16 ready to answer some questions about it.

17 A. Okay.

18 Q. Doctor, this paragraph refers to a statement of
19 material evidence that you and the other Relators
20 filed with the Government around the time you filed
21 the Complaint.

22 Have you ever seen the statement of material
23 evidence that is referred to in this paragraph?

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55

1 MR. STONE: I'm going to object to any
2 questions with regard to the so-called
3 disclosure statement that was filed in this
4 case, because, again, this is the subject of a
5 prior order by Judge Cohill.

6 I believe the order and opinion are clear
7 that the Defendants at this stage are not
8 entitled to that statement, and I believe,
9 also, that they are not entitled to the
10 contents of that statement by questioning the
11 witness, the witnesses, the Relators in this
12 case.

13 I would agree that the Defendants are free
14 to question Dr. Singh and any of the other
15 Relators with regard to any material evidence
16 that supports the Complaint in this case, and,
17 certainly, you have the opportunity to ask
18 those questions here today, as you did with the
19 other Relators in this case.

20 MR. MULHOLLAND: Let me just suggest that
21 I was asking him if he had ever seen a copy of
22 the statement of the material evidence. I
23 hadn't got to the subject matter of that

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56

1 statement.

2 I know we went through this yesterday, and
3 I presumed our stipulation would cover those
4 questions and objections.

5 I just wanted to know to lay the
6 foundation for a question that I think even
7 you, Mr. Stone, would admit to be valid, and
8 that is a question about the subject matter of
9 the statement that I could ask him.

10 If he hasn't seen the statement, there is
11 no use to ask any other questions about it.

12 MR. STONE: I think -- my only point is I
13 don't think you are entitled to know what that
14 communication was.

15 I think what you are entitled to know is
16 the material evidence that supports the
17 Complaint in this case. I think you have been
18 asking those questions, and you are entitled to
19 continue asking those questions.

20 But I think the Order is clear that the
21 disclosure statement itself is a communica-
22 tion with the Government that we believe is
23 privileged, and the Court has ruled that it is

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57

1 not discoverable at this stage.

2 So just as the statement itself is not
3 discoverable in terms of producing that
4 statement, I think the questions about what is
5 in that statement are equally off limits.

6 MR. MULHOLLAND: Well, I haven't even
7 gotten to those questions. I just wanted to
8 know if he saw a copy of the statement of
9 material evidence. If he didn't see one, then
10 he, obviously, can't answer questions about it.

11 MR. STONE: You can ask him the question
12 if he remembers seeing it or not; but anything
13 further than that, anything about the
14 communication, what was in the communication, I
15 think are off limits.

16 Q. Doctor, do you remember seeing a copy of the
17 statement of material evidence that was referred to in
18 paragraph 11 of your Complaint.

19 A. The statement regarding what?

20 Q. There is a reference to something called a
21 statement of material evidence in paragraph 11 of your
22 complaint.

23 A. Can you explain to me what is the statement of

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66

1 Q. 10 to 15 or 15 to 20 to buy the camera or to
2 lease it?

3 A. For the buy -- for buying the camera, for that
4 kind of a camera, buying, not leasing, buying it. A
5 lease would run into, maybe, a few hundred dollars per
6 month if we take it for three years or five years, and
7 if you have a calculator, I could calculate for you
8 how much it would cost with interest. It is not that
9 difficult.

10 Q. Aside from your experience as a physician who
11 has occasion to lease equipment, do you have any other
12 special expertise in valuing medical equipment?

13 A. Not expertise. I am not in that business; but
14 looking at the equipment and getting a couple or three
15 quotes from different vendors, one has to make up
16 their mind what is available in the market and what
17 they are charging.

18 Q. Do you have a nuclear camera in your office?

19 A. No.

20 Q. Do you have any plans to put a nuclear camera
21 in your office?

22 MR. STONE: I am going to object to any
23 questions about Dr. Singh's practice and his

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67

1 plans, because it is irrelevant, and it is the
2 subject of a prior order, and I direct the
3 doctor not to answer.

4 MR. MULHOLLAND: Again, I will ask that
5 that be marked for certification to the Court;
6 but I will say that in response, his prior
7 testimony immediately before that question, I
8 think made it relevant in terms of his
9 knowledge or expertise relative to the value of
10 equipment.

11 MR. STONE: Well, I think we can argue
12 about that when we argue the issue to Judge
13 Cohill.

14 (Question certified for later discussion.)

15 Q. Doctor, just let ask you another question on
16 the lines of trying to again probe your knowledge of
17 the value of the equipment. I believe you stated you
18 have an investment interest in Tri-County Diagnostics?

19 MR. STONE: I'm also going to object to
20 that question and direct him not to answer.

21 (Question certified for later discussion.)

22 Q. Did you play any role in terms of selecting
23 equipment for Tri-County Diagnostics?

1 is what administration wants to do and not go around
2 it, and then do only with one or two physicians,
3 preferentially, just select them because of volume or
4 because of their practices or whatever it is, and that
5 others are left out in the cold, and they have
6 supported the institution for so many years. Many of
7 us have been there for almost 25 years.

8 Q. Is it your understanding that this policy on
9 physicians with significantly competing relationships
10 is still in effect at the hospital?

11 A. I do not know whether it is or it is not, but
12 it has not been implemented. That, I know.

13 Q. How do you know that?

14 A. Because of whatever has gone on between Vaccaro
15 and Saleh and the hospital. Whatever arrangements
16 they have privately now going on, which most of the
17 people know it, that they have arrangements with them,
18 that they are getting paid for some equipment, some
19 money here and some money there.

20 What kind of monies they are paying them and
21 why they are paying them, we don't know that as to
22 what kind of arrangement they have with them.

23 Q. Did the hospital ever send any communication to

1 you or to Dr. Nadella about whether or not your
2 interest in Tri-County would violate this policy?

3 MR. STONE: I will object and direct you
4 not to answer.

5 MR. MULHOLLAND: Again, I'm asking about
6 the policy, which I think is directly relevant,
7 based on allegations made in the Complaint
8 about it not being applied to Drs. Vaccaro and
9 Saleh.

10 MR. STONE: To the extent that you are
11 focusing on Dr. Singh and Dr. Nadella's
12 practice, I think it is irrelevant.

13 Again, you can ask him whether he knows
14 whether it is currently in effect, and whether
15 it is applied to anybody else. Again, getting
16 into his conduct, I think is irrelevant.

17 MR. MULHOLLAND: Well, again, I will take
18 exception to that objection and ask that that
19 page be marked and certified to the Court.

20 (Question certified for later discussion.)

21 Q. Let me ask you a different question, Doctor:
22 Has the Medical Center ever made an inquiry to you
23 about interests that you have with competing entities

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77

1 for the purpose of applying the policy?

2 MR. STONE: Again, I will object and
3 direct him not to answer.

4 (Question certified for later discussion.)

5 Q. Doctor, in the third paragraph of the letter
6 that you have in front of you --

7 MR. MULHOLLAND: By the way, please mark
8 that objection, as well.

9 Q. Doctor, in the third paragraph of the letter
10 you have in front of you, you seem to express concern
11 over how the Medical Center uses its charitable
12 resources; is that correct?

13 A. That is what it says.

14 Q. What, specifically, were your concerns about
15 the Medical Center's use of its charitable resources
16 that you voiced in this letter?

17 A. See, it is a very broad thing, because the
18 hospital is supported by communities. Okay? And
19 every time there is money required for certain things
20 to be done in the hospital, renovations or new
21 equipment they want to buy, they do expect some
22 community members or some community people or some
23 businesses to keep on supporting them.

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112

1 Onderdonk?

2 A. Yes.

3 Q. Do you recall who Mr. Onderdonk is?

4 A. I don't remember the name, particularly, but
5 that is where the call came from.

6 Q. This letter seems to suggest that he works for
7 Philips Medical Systems?

8 A. That is what it says on the letterhead, yes.

9 Q. In the first paragraph, he is thanking you for
10 the opportunity -- "Thank you for the opportunity to
11 propose a Philips' solution for your nuclear medicine
12 project in Bradford."

13 A. As I said, we do ask for different modalities
14 at different times from our office, not only for the
15 camera, but for other things, too, and this happens to
16 be a camera.

17 Q. He references a nuclear medicine project in
18 Bradford.

19 A. Yes.

20 Q. At this time period, was there a nuclear
21 medicine project in Bradford you were considering?

22 A. We were considering in our own office, yes --

23 MR. STONE: I'm going to object to any

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113

1 testimony regarding Dr. Singh's business plan
2 or ventures, again, as being the subject of
3 Judge Cohill's prior order, and I direct him
4 not to answer any questions about the project.

5 However, this is a letter that was
6 produced with regard to the discovery in this
7 case, and he can answer whatever questions he
8 knows about the contents of the letter and,
9 generally, the circumstances; but I'm not going
10 to let him get into any venture he may have
11 been considering.

12 MR. RYCHCIK: Again, I disagree. I think
13 to the extent that he is relying on the
14 information in here, that is relevant as to
15 whether or not this was solely intended just to
16 gather information regarding the lease, the
17 sublease at issue; but if you are instructing
18 the witness not to answer --

19 MR. STONE: I am instructing him not to
20 answer with regard to any plans that he may
21 have had to do any kind of a business venture.

22 But, obviously, to the extent that it is
23 relevant to the claims in the case, which is

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114

1 the value of this particular equipment, I think
2 you can ask him about it, and he can answer
3 those questions.

4 MR. MULHOLLAND: I think any letter that
5 was produced in discovery and which is subject
6 to the witness' testimony today would allow for
7 questions about the meaning of terms in the
8 letter. So I think the question about what is
9 meant by a nuclear medicine project is a fair
10 question, notwithstanding your objection, but
11 with which we would take an exception.

12 MR. STONE: I mean, is there a question on
13 the table? Maybe we should go back. I think I
14 already instructed him not to answer. Do you
15 want to check?

16 (Previous question and answer read back as
17 follows:

18 "Question: At this time period, was there
19 a nuclear medicine project in Bradford you were
20 considering?

21 "Answer: We were considering in our own
22 office, yes --")

23 MR. STONE: Again, I will direct him not

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115

1 to answer with regard to any questions about
2 any business venture or plans that he had for a
3 business venture, because I don't think it is
4 germane to this case, and --

5 MR. RYCHCIK: I don't think you can have
6 your cake and eat it, too, and ask for or rely
7 upon a document for specific information, as
8 Mr. Mulholland said, and not permit us to ask
9 questions about the terms.

10 If you could note this page, as well.

11 (Question certified for later discussion.)

12 THE WITNESS: Do you want me to answer the
13 single-head camera thing that they had and that
14 is what the lease is?

15 MR. STONE: Doctor, let him ask the
16 questions.

17 THE WITNESS: I'm sorry.

18 Q. Doctor, let me ask you this: You clearly, from
19 this letter, approached a Philips Medical Systems
20 representative to get information regarding various
21 nuclear cameras, correct?

22 A. Whatever information they could send, yes.

23 Q. Well, you were asking for information about --

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152

1 Q. Do you know if they offer the same types of
2 services?

3 A. That is the same -- it is the same kind of
4 services are offered, nuclear imaging, yes.

5 Q. Do you know if the camera at BRMC is newer than
6 the camera located at Tri-County?

7 A. I cannot predict that. I don't know.

8 Q. Have you ever been subject to a non-compete
9 agreement?

10 MR. STONE: I'm going to object to this
11 question, and I instruct him not to answer for
12 the reasons stated in Judge Cohill's order.

13 MR. RYCHCIK: Again, I would like to note
14 this page for purposes of providing it to Judge
15 Cohill.

16 (Question certified for later discussion.)

17 Q. Have you ever required a non-compete agreement
18 of any of your employees?

19 MR. STONE: Again, I'll object to the
20 question for the same reason.

21 MR. RYCHCIK: One of the things that --

22 MR. STONE: And I instruct him not to
23 answer.

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153

1 MR. RYCHCIK: One of the things that has
2 been testified to is the non-compete portion of
3 the sublease agreement between V&S and BRMC;
4 and because of that, once again, I think we are
5 entitled to refute allegations regarding the
6 non-compete portion of the sublease and the
7 value of the non-compete portion of the
8 sublease with respect to what is being alleged
9 here by the Relators in their Complaint.

10 MR. STONE: The value of the non-compete
11 or the value of the lease, it seems to me, is
12 an element of a defense that you have the
13 burden of proving. Now, I don't think you have
14 a right to cross-examine this witness to try to
15 make him an expert so that you can somehow
16 establish an element in a defense that you are
17 trying to establish.

18 You have asked this witness and other
19 witnesses their opinion about it, but that has
20 nothing to do with whether you have met your
21 burden to establish an element of the
22 exception.

23 It seems to me that if you have to prove

1 that there was fair market value for this
2 particular part of the agreement, that is
3 something that you have to do independent of
4 what this witness thinks about it.

5 And so, therefore, I don't understand why
6 his opinion on what a non-compete should be has
7 anything to do with your defense in this case.

8 MR. RYCHCIK: Well, the allegations came
9 from him in this Complaint, and the allegations
10 regarding the non-compete came from him; and as
11 a result of that, we are entitled to refute
12 those allegations and to understand the basis
13 for the allegations and the basis for the
14 conclusions that he and his fellow Relators
15 made prior to making those allegations.

16 MR. MULHOLLAND: Or the lack of
17 information about the same.

18 MR. STONE: The allegations about the
19 non-compete and the value of the non-compete
20 didn't come from us. We have alleged that
21 those are kickbacks, that the payments that
22 were made pursuant to that lease were for the
23 purpose of inducing referrals. Your defense is

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155

1 that somehow this is related to the fair market
2 value of a non-compete.

3 This witness isn't, you know, going to be
4 the determination of whether that is fair
5 market value for that particular service that
6 you are alleging that you purchased through
7 this lease agreement.

8 MR. RYCHCIK: I think, quite frankly,
9 there has been testimony over the course of the
10 last two days regarding the value of the other
11 services portion of the sublease; and with
12 respect to those allegations, I think we are
13 entitled to explore those issues and to explore
14 the basis for the testimony that has been given
15 by the Relators as to those values.

16 MR. STONE: Well, in this case, these
17 witnesses are not -- if the value of that
18 particular part of the contract is an issue,
19 these witnesses are not going to be the
20 witnesses that are going to testify that that
21 is not a proper value.

22 MR. RYCHCIK: But that still doesn't give
23 you the basis to instruct him not to answer

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156

1 these questions.

2 MR. MULHOLLAND: Because we can put them
3 on the stand to establish that they have no
4 knowledge of that, which then goes to the
5 credibility of their allegations, and,
6 secondly, it narrows down who can testify about
7 it.

8 I just note for the record that in the
9 Complaint, you alleged in paragraph 82, that
10 \$23,655 a month was paid under the lease for
11 all other rights and duties including a
12 covenant not to compete.

13 In paragraph 85, you say that the hospital
14 has no need for the non-compete because of the
15 policy on competing relationships. Then you
16 say, assuming a need, the amount is
17 commercially unreasonable.

18 You also say in 87 that the sublease
19 agreement is a sham, which I understand that to
20 be your argument, which we would reject; but in
21 88, you say the purpose of the sublease
22 prohibits them from competing, and then the
23 primary purpose is to give a substantial

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157

1 financial incentive.

2 All of it makes any of these Relators
3 information about non-competes that they have
4 been party to, their understanding of the
5 non-compete, absolutely relevant to our
6 defense.

7 MR. STONE: Well, it is not relevant,
8 because what they have done in their own
9 practices is not before the Court. That
10 doesn't justify anything that V&S and BRMC have
11 done. It is not a defense. It is not an
12 exception to the Stark Law, and it is not a
13 safe harbor to the Anti-kickback.

14 So these doctors could have all kinds of
15 different arrangements, and what they have done
16 in their own practices is not relevant to what
17 V&S and BRMC has done and whether that is
18 legal.

19 MR. MULHOLLAND: Well, we think it is
20 absolutely relevant, and we also think it is
21 relevant to establish whether or not they know
22 what they are talking about when they make
23 these kind of allegations against our clients.

CONFIDENTIAL - PROTECTED HEALTH INFORMATION

158

1 At this point, I will say let's leave it
2 to the Judge.

3 MR. STONE: Again, the Court will
4 determine whether they know what they are
5 talking about when they made these allegations.

6 I mean, there is certainly sufficient
7 evidence that we have obtained directly from
8 the Defendants about what the Defendants are
9 doing.

10 So the opinion that Dr. Singh has on
11 whether it is a good non-compete or a properly
12 valued non-compete may be irrelevant to whether
13 what you have done is legal or illegal.

14 MR. MULHOLLAND: We don't think it is; but
15 at this point, I would just join in the
16 exception that Mr. Rychcik made to your
17 objection and ask that we continue, so that Dr.
18 Jacobs can have his say today.

19 MR. STONE: I'm trying to remember where
20 we were.

21 **BY MR. RYCHCIK:**

22 Q. I asked you if you required a non-compete
23 agreement of any of your employees?

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159

1 MR. STONE: And I'm going to object that
2 and instruct him not to answer for the same
3 reasons that we have argued over and over and
4 over.

5 (Question certified for later discussion.)

6 Q. You testified earlier you wished that you would
7 have been able to have Dr. Saleh have a non-compete
8 agreement. Do you recall that?

9 A. Not wish to have, but I think we didn't have
10 because of the visa and all that being there. So if
11 it was not there, it was not there. I didn't care.

12 Q. Would you agree that if it is enforceable, a
13 non-compete agreement can provide value?

14 A. I don't know. I have never had a chance to go
15 that route. I don't know.

16 Q. Why was it that you thought it would be nice to
17 have a non-compete with Dr. Saleh?

18 A. I think it serves, basically, only the purpose
19 that if somebody stays with you in an area for more
20 than a few years, then if they open up their own shop
21 next to you, you end up losing your business to this
22 guy whom you hired first and hoped to be kind of
23 continuing the services, then for that reason only, I

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170

1 A. From Bradford Hospital, CT and MRI?

2 Q. Yes. Are there services available in Bradford
3 for CT and MRI at any place other than the Medical
4 Center?

5 A. Not that I know of, not in Bradford area. But
6 in adjoining area, yes. Olean, yes. Olean is only
7 under 20 miles, maybe 15, 18 miles from Bradford.

8 Q. If you were to refer a patient for a nuclear
9 cardiology test, did you ever consider the type of
10 equipment needed to do the test?

11 MR. STONE: Again, I will object to the
12 extent that you are asking Dr. Singh about his
13 practices with regard to making referrals.

14 I think it is -- I don't know if you
15 wanted to rephrase that in a different way that
16 is sort of gets at your discussion earlier,
17 maybe it can be asked a different way.

18 MR. MULHOLLAND: Again, I will take
19 exception to your objection, but I will ask
20 another question.

21 (Question certified for later discussion.)

22 Q. Doctor, do physicians when they are asking
23 where to send the patient for a nuclear cardiology

1 test ever consider the type of equipment needed for
2 that test?

3 A. I think it depends on the individual physician,
4 how they are looking at what kind of results they get
5 from there, and what kind of equipment is being used.

6 Whatever information they have, they have to
7 take a decision on that, and in medical technology,
8 the kind of ongoing new equipment, new devices, new
9 things, do keep on coming and one keeps on looking for
10 upgrading to provide better services to each and
11 everybody.

12 Q. Do you know if the equipment, the nuclear
13 cardiology equipment presently in place at Bradford
14 Regional Medical Center is newer than that available
15 at Tri-County?

16 A. I don't know. I don't know.

17 Q. Do you refer to both Tri-County and Bradford
18 Regional Medical Center?

19 MR. STONE: Again, I will object to the
20 extent that it asks questions about Dr. Singh's
21 business and his referral relationships that
22 are not relevant.

23 (Question marked for later discussion.)

CONFIDENTIAL - PROTECTED HEALTH INFORMATION

173

C E R T I F I C A T E

COMMONWEALTH OF PENNSYLVANIA :
 : SS.:
 COUNTY OF ALLEGHENY :

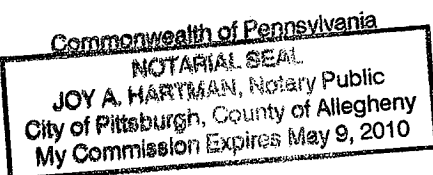
I, Joy A. Hartman, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that before me personally appeared DILBAGH SINGH, M.D., the witness herein, who then was by me first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth in the taking of his oral deposition in the cause aforesaid; that the testimony then given by him as above set forth was reduced to stenotypy by me, in the presence of said witness, and afterwards transcribed by computer-aided transcription under my direction.

I do further certify that this deposition was taken at the time and place specified in the foregoing caption, and signature was not waived.

I do further certify that I am not a relative of or counsel or attorney for any party hereto, nor am I otherwise interested in the event of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Pittsburgh, Pennsylvania, on this 26th day of August, 2007.

The foregoing certification does not apply to any reproduction of this transcript in any respect unless under the direct control and/or direction of the certifying reporter.



Joy A. Hartman
 Joy A. Hartman, Notary Public
 in and for the Commonwealth of
 Pennsylvania

My commission expires May 9, 2010.